REMARKS

Amendment to the claims

The claims have been amended so that the computer program claims are in better form. Claims 21-30 have been cancelled, and new claims 31-40, each respectively corresponding to a cancelled claim have added to replace the cancelled claims. In the subsequent arguments for patentability, claims 31-40 will treated as if they were rejected on the same basis as cancelled claims 21-30.

Applicants' Arguments for Patentability

Claims 11-20 are Rejected under 35 USC 101.

Applicants take issue with the rejection of claims 11-20, the method claims herein, under 35 USC 101, and submit that these claims recite limitations in technology. It is submitted that the combinations in claims 11-20 can not be performed mentally without physical structure. Claims 11-20 clearly set forth a structural environment i.e. a method practiced on a computer controlled display system to produce a tangible result: contract requirements for software suppliers.

Examiner cites Ex parte Bowman (61 USPQ2d 1665), and notes that the present claims do not recite a limitation in the technological arts. However, the Board in the subsequent Ex parte Lungren decision (published decision of the Board of Appeals in Ex parte Lungren, Appeal No. 2003-2088, 2005) asserts that inventions like the present one do not have to be in any technological art as long as the invention produces a concrete, useful and tangible result. In the present invention, the computer implemented method

produces such a useful a tangible result: the generation of specific requirements for contracts of specific suppliers resulting from the input of assessments of the quality levels of attributes of the suppliers.

Accordingly, it is submitted that claims 11-20 cover patentable subject matter as defined in 35 U.S.C. 101, and Examiner is respectfully requested to withdraw this rejection.

The Rejection of claims 1-7, 9-17, 19-20, 31-37, and new claims 39-40 under 35 USC 102 as Anticipated by Aycock is Respectfully Traversed

Please note that in the susequent arguments for patentability, new claims 31-40 will be treated as if they were their corresponding rejected claims 21-30.

The Aycock et al patent is not an anticipatory reference under 35 USC 102. In order to reject under 35 USC 102, the reference must teach every element of the invention without modification. The following is claim 1, which is also representative of corresponding independent claims 11 and 31. The underlined portions are not disclosed or taught by Aycock.

> 1. A computer controlled display system for <u>generating quality assurance contract requirements</u> for software suppliers comprising:
> means for assessing the quality level of each of a set of quality attributes of said software suppliers; and
> means for <u>generating for each of said quality attributes at least one contract requirement for said supplier</u> based upon the quality level of said attribute.

Aycock has no interest whatsoever in the generation of requirements for supplier contracts. Thus, Aycock fails to teach the underlined elements in the above claim.

In generating contract requirements, the claimed invention assesses the quality level of an set of attributes for a supplier, and then based upon the quality level for each attribute, generates a contract requirement for each attribute. While Aycock does do quality assessments of vendor attributes, these appear to be done for the purpose of qualifying suppliers for a purchaser, and for grading the performance levels of suppliers. There appears to be no mention in Aycock of supplier contracts or the generation of

requirements in such contracts. The Examiner has cited the following sections in Aycock: the Abstract; Figs. 1 and 2, and particularly steps 18-20 in Fig. 1; col 6, lines 1-5; col 3, lines 15-18; col 6, lines 37-54; col 7, lines 37-54 and 59-65; col 8, lines 21-31; and col 11, lines 2-4. Applicants have reviewed these section and the rest of Aycock, and can not find any mention of supplier contracts or the generation of requirements for such contracts under computer control.

Thus, the teaching of Aycock is not a teaching of every element of the invention without modification as required by 35 U.S.C. 102. Aycock fails to teach the claimed: a computer controlled display system for generating quality assurance contract requirements for software suppliers; and generating for each of said quality attributes at least one contract requirement for said supplier.

Dependent claims 2-7, 9-10, 12-17, 19-20, 32-37, and 39-40 are submitted to be patentable over Aycock for the reasons set forth above for the patentability of claims 1, 11, and 31.

The Rejection of claims 8,18, and 38 under 35 USC 103(a) as obvious over Aycock et al. in view of Gloor (US6,859,781) Can Not be Used.

The Gloor patent is owned by the Assignee of the Present Application, International Business Machines, and, thus can not Preclude Patentability Under 35 U.S.C. 103(c).

The present Application and the Gloor Patent reference were commonly owned by International Business Machines Corporation, the Assignee herein at the time the invention of the present Application was made.

The file of the present Application indicates that an Assignment of the present Application to said Assignee is filed in the Patent Office. Also, Gloor indicates that it is assigned to the same Assignee. Since the present Application has a filing date after November 29, 1999, and the Gloor patent would qualify as prior art under the provisions of 35 U.S.C. 102(e), it is submitted that Gloor can not be used to preclude patentability based upon 35 U.S.C. 103(c). [Examiner's attention is directed to MPEP Sections [706.02(l); (l)(1); (l)(2); and (l)(3).]

In view of the foregoing, this Application is submitted to be in condition for allowance, and such allowance is respectfully requested.

Respectfully submitted,

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